

## CONSTRUCTION CONTRACT #2019-11

**Vintage Partners, LLC**  
**and**  
**Eagle Mountain Construction**

This Construction Contract ("Contract") is made and entered into this 19th day of September 2018, by and between the Vintage Development, LLC, an Arizona limited liability company with offices at 2502 E Camelback Road, Suite 214, Phoenix, Arizona ("Owner") and Eagle Mountain Construction, an Arizona corporation with offices at 3100 N. Caden Court, Flagstaff, Arizona ("Contractor"). Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

### RECITALS

- A. Owner desires to obtain construction services; and
- B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. **Scope of Work.** The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities for the **West Side Sewer Interceptor Phase II Project** ("Project") within the City of Flagstaff ("City"). The Project scope is specific to the attached Special Provisions ("Exhibit B"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner and the City, or their properly authorized agents or designees. Contractor's work shall be strictly pursuant to and in conformity with the Contract.
  - 1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Owner. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the Owner feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal prior to this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.
2. **Contract; Ownership of Work.** Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City of Flagstaff revisions to the MAG Specifications for Public Works

Construction (“Exhibit A”); and any Arizona Department of Transportation (“ADOT”) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, Plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and Plans shall become the property of the City of Flagstaff after accepting them from the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

- 2.1.1 Revisions of MAG Standard Specifications for Public Works Construction Exhibit A  
 (“Flagstaff Addendum to MAG”)
- 2.1.2 Special Provisions Exhibit B

**3. Payments.** In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$1,283,633.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

- 3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;
- 3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;
- 3.3 The Owner shall have the right to finally determine the amount due to Contractor;
- 3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;
- 3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;
- 3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner and the City of Flagstaff. The release of retention or alternate surety shall be made

following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

**4. Time of Completion.** Contractor agrees to complete all work as described in this Contract within **one hundred twenty (120) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

**5. Performance of Work.** All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

**6. Acceptance of Work; Non Waiver.** No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

**7. Delay of Work.** Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 14 below (Contract Violations).

**8. Failure to Complete Project in Timely Manner.** If Contractor fails or refuses to complete the Project within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become monies available to compensate the Owner for damages for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

**9. Labor Demonstration.** It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days

after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

**10. Material Storage.** During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the premises in good order, clean, and ready to use by the City of Flagstaff. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

**11. Maintenance During Winter Suspension of Work.** A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including, but not limited to, the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner intends that this Project be completed prior to a Winter Shutdown and reserves the right to delay, initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason*, on the Project. Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order or original Contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the timeframe, the Owner will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during a Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during a Winter Shutdown. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

**12. Assignment.** Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Contract shall be assigned, in whole or in

part, by Contractor without prior written permission of the Owner and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

**13. Notices.** Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below **and** to legal counsel for the party to whom the notice is being given.

**If to Owner:**

Vintage Development, LLC  
Attn: David Scholl  
2502 E Camelback Rd., Suite 214  
Phoenix, AZ 85016  
Email: david@vintagevp.com

**If to Contractor:**

Eagle Mountain Construction  
Attn: Marco Spagnuolo  
3100 N. Caden Court  
Flagstaff, AZ 86004  
marco@emcaz.com

**14. Contract Violations.** In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

**15. Termination for Convenience.** The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

**16. Contractor's Liability and Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, save and hold harmless Vintage Development, LLC, VP 66 & Woody

Mountain, LLC, the City of Flagstaff, and their respective officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

**17. Amendment of Contract.** This Contract may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

**18. Subcontracts.** Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

**19. Cancellation for Conflict of Interest.** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

**20. Compliance with All Laws.** Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

**21. Employment of Aliens.** Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

**22. Compliance with Federal Immigration Laws and Regulations.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

**23. Contractor's Warranty.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

24. **Jurisdiction and Venue.** This Contract shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. **Attorney's Fees.** If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

26. **Time is of the Essence.** Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

27. **No Third-Party Beneficiaries.** The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

28. **Headings.** The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

29. **Severability.** If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

30. **No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

**IN WITNESS WHEREOF**, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

**Owner, Vintage Development, LLC**

  
\_\_\_\_\_  
David Scholl, Authorized Representative

**Eagle Mountain Construction**

  
\_\_\_\_\_  
Signature

Jason Woods

\_\_\_\_\_  
Printed Name

Project Manager

\_\_\_\_\_  
Title

**CITY OF FLAGSTAFF PROJECT No. PZ-17-00167 03-18003**  
**West Side Sewer Interceptor Phase II - Thompson-Kaibab**  
**BID SCHEDULE**

Description	Qty	Unit	Unit Price		Total Price
			In Words	In Figures	
<b>DEMOLITION ITEMS</b>					
1	Cut, Cap & Plug Existing 18" DIP Sewer Line (MAG S.D. 427)	1	EA	Eight Hundred Fifty Dollars and No Cents	\$ 850.00 \$ 850.00
2	Plug & Grout West Invert of Existing Manhole 2A-422	1	EA	Nine Hundred Eighty Dollars and No Cents	\$ 980.00 \$ 980.00
3	Cut, Cap & Abandon in Place Existing Sewer Service (MAG S.D. 427)	7	EA	Ninety Three Dollars and No Cents	\$ 93.00 \$ 651.00
4	Remove & Replace Existing Fence In-kind	1	LS	One Thousand Three Hundred Sixty Five Dollars and No Cents	\$ 1,365.00 \$ 1,365.00
<b>SEWER ITEMS</b>					
5	Verify Existing Utility Locations, Sizes & Depths at Crossings	1	LS	Ten Thousand Three Hundred Dollars and No Cents	\$ 10,300.00 \$ 10,300.00
6	Install New 18" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Dry' Trench	334	LF	Four Hundred Fifteen Dollars and No Cents	\$ 415.00 \$ 138,610.00
7	Install New 18" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Wet' Trench	503	LF	Three Hundred Forty Dollars and No Cents	\$ 340.00 \$ 171,020.00
8	Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Dry' Trench	538	LF	Two Hundred Eighteen Dollars and No Cents	\$ 218.00 \$ 117,284.00
9	Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Wet' Trench	300	LF	Two Hundred Ninety Seven Dollars and No Cents	\$ 297.00 \$ 89,100.00
10	Install New 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Dry' Trench	1,230	LF	Two Hundred Twenty Dollars and No Cents	\$ 220.00 \$ 270,600.00
11	Jack & Bore 36" (Min.) Dia. 1/4 Thick Steel Casing (COF E.D. 9-06-010)	40	LF	Four Hundred Seventy Eight Dollars and No Cents	\$ 478.00 \$ 19,120.00
12	Install New 18" Class 250 DIP (n= 0.013) Sewer Line in 36" (Min.) Dia. Casing (COF E.D. 9-06-010)	40	LF	One Hundred Dollars and No Cents	\$ 100.00 \$ 4,000.00
13	Construct New Standard 5' Dia. Sewer Manhole Type 'A' (MAG S.D. 420) w/Standard Cover. Epoxy Coated	12	EA	Nine Thousand Three Hundred Fifteen Dollars and No Cents	\$ 9,315.00 \$ 111,780.00
14	Connect New 21" PVC Sewer Line to MH#111	1	EA	Two Hundred Six Dollars and No Cents	\$ 206.00 \$ 206.00
15	Install 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Stub-Out & Plug (COF E.D. 9-01-030/MAG S.D. 427)	1	EA	Nine Hundred Seventy Dollars and No Cents	\$ 970.00 \$ 970.00
<b>EROSION AND SEDIMENT CONTROL ITEMS</b>					
16	Install & Maintain Temporary Stone Construction Entrance(s)	1	LS	One Thousand Two Hundred Fifty Dollars and No Cents	\$ 1,250.00 \$ 1,250.00
17	Inspect Pavement (Daily) & Sweep Street to Remove Sediment, Mud, Debris, etc.	1	LS	Five Thousand Four Hundred Seventy Dollars and No Cents	\$ 5,470.00 \$ 5,470.00
18	Dust Control by Application of Reclaimed Water (MAG SPEC 104)	1	LS	One Thousand Two Hundred Seventy Five Dollars and No Cents	\$ 1,275.00 \$ 1,275.00
19	Install 8 Dia. Sediment Wattles as necessary "	1	LS	One Thousand Three Hundred Seventy Five Dollars and No Cents	\$ 1,375.00 \$ 1,375.00
20	Lay 50# Sandbags End-to-End at Catch Basins	1	LS	Two Hundred Six Dollars and No Cents	\$ 206.00 \$ 206.00
21	Flush Existing Culverts to Remove Sediment & Debris	1	LS	Two Hundred Fifty Five Dollars and No Cents	\$ 255.00 \$ 255.00
22	Reseed All Disturbed Areas	1	LS	One Thousand One Hundred Twenty One Dollars and No Cents	\$ 1,121.00 \$ 1,121.00
23	Prepare and File NOI, Maintain SWPPP & File NOT	1	LS	Four Hundred Fifteen Dollars and No Cents	\$ 415.00 \$ 415.00
<b>MISCELLANEOUS AND CONTINGENCY ITEMS</b>					
24	Mobilization & Demobilization	1	LS	Fifty Seven Thousand Nine Hundred Thirty Five Dollars and No Cents	\$ 57,935.00 \$ 57,935.00
25	Traffic Control Plan and Implementation per MUTCD	1	LS	Twenty Five Thousand Eight Hundred Seventy Dollars and No Cents	\$ 25,870.00 \$ 25,870.00
26	Pump Around Operations as Necessary to Facilitate Live Sewer Replacement	1	LS	Eight Thousand Five Hundred Forty Five Dollars and No Cents	\$ 8,545.00 \$ 8,545.00
27	Gas Relocate Coordination on Thompson Street	1	LS	Two Thousand Seven Hundred Fifteen Dollars and No Cents	\$ 2,715.00 \$ 2,715.00
28	Gas Relocation Allowance for Unisource, Construction Contingency for Reimbursement of actual costs	1	LS	Thirty Five Thousand Dollars and No Cents	\$ 35,000.00 \$ 35,000.00
29	As-built/Record Drawings pursuant to Exhibit 'A'	1	LS	Four Thousand Eight Hundred Twenty Dollars and No Cents	\$ 4,820.00 \$ 4,820.00
30	Contingency Item: Trench Rock Excavation pursuant to Exhibit 'A'	1,400	CY	One Hundred Thirteen Dollars and No Cents	\$ 113.00 \$ 158,200.00
31	Contingency Item: R/R Unsuitable Material	200	CY	Thirty Five Dollars and No Cents	\$ 35.00 \$ 7,000.00
32	Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #1	1	LS	Ten Thousand Dollars and No Cents	\$ 10,000.00 \$ 10,000.00
33	Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #2	1	LS	Twenty Five Thousand Dollars and No Cents	\$ 25,000.00 \$ 25,000.00
34	Permit Fees	1	LS	Three Hundred Forty Five Dollars and No Cents	\$ 345.00 \$ 345.00
35	City Material Testing Fee	1	LS	No Dollars and No Cents	\$ - \$ -
<b>TOTAL BID AMOUNT:</b>					<b>\$ 1,283,633.00</b>

In Figures

One Million Two Hundred Eighty Three Thousand Six Hundred Thirty Three Dollars and No Cents  
Total Bid (In Words)